

COPY of Information Only
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
SUBCONTRACT REQUEST

TC 63-35
Rev. 01/03

Copy

PROJECT CODE NO: 020724
SUBCONTRACT NO: 1
ENCUMBRANCE NO: H207241

TO: Jim Upchurch
Project Engineer
FROM: American Bridge
Prime Contractor
SUBJECT: Pulaski X
County BRO 90-1 (34)
Project Number

I hereby request to subcontract a portion of the subject project to:

Haydon Bridge of Springfield, KY

Subcontractor Employee Identification Numbers: Federal KY
The amount to be subcontracted by this request is \$ 8,670,071.75 or 17.62% % of the
(original contract, minus Speciality Items, as totaled below), or a subcontract amount of \$ 49,193,070.88
Speciality Items (if applicable) from the Contract Total: \$ 0.00

I have previously subcontracted as follows:

NAME OF SUBCONTRACTOR	AMOUNT	PERCENT
-----------------------	--------	---------

The total amount to be subcontracted including this request is \$ _____ or _____ % of the
(original contract) or (subcontract) amount.

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number _____ with

which expires on _____
Date

Name of Insurance Company

Prime Contractor's Signature

Date

Kentucky Transportation Cabinet

Division of Contract Procurement

Report of Current Certificate Status

Printed From RE-VIEW software

2/14/2003

CERTIFICATE: 2002 B 01700-005 2. RENEWAL

Approved: 6/26/2002

Expires: 3/31/2003

Lapse Date (Expires + 120):

7/29/2003

**BAR-TIE REINFORCING INC
236 RED HOG PIKE
RISING SUN IN 47040**

Approved Work Items

I20 TIEING STEEL REINFORCEMENT

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
Department of Highways
Division of Construction
Subcontract Request

TC63-35.xls
REV. 5/96

PROPOSAL CODE NO: 02-0724

SUBCONTRACT NO. 1

ENCUMBRANCE NO. _____

Sheet 1 of 1

TO: Jim Upchurch, R.E.

FROM: Project Engineer

American Bridge

SUBJECT: (Prime) (Sub) Contractor

Pulaski BRO 90-1 (34)
County Project Number

I hereby request to subcontract a portion of the subject project to:

Haydon Bridge Company, Inc. of Springfield, Kentucky

Subcontractor Employer Identification Numbers: Federal 61-0729748 KY 078805

The amount to be subcontracted by this request is 8,670,071.75 or 17.62 of the
\$7,338,792.63 14.92%

(original contract, minus Speciality Items, as totaled below), or a subcontract amount of \$49,193,070.88

Speciality Items (if applicable) from the Contract Total

I have previously subcontracted as follows:

NAME OF SUBCONTRACTOR	AMOUNT	PERCENT
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The total amount to be subcontracted including this request is 8,670,071.75 or 17.62 of the
(original contract) or (subcontract) amount. \$7,338,792.63 14.92%

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only)

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage

Policy No. GLA750386 with

Westchester Fire Insurance Co.

which expires 1/1/2004

Donald R. Jones

(Prime) (Sub) Contractor's Signature
Donald R. Jones, P.E.,

Vice President of Operations

Date

1-22-03

Date

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
Department of Highways
Division of Construction
Subcontract Request

TC63-35.xls
REV. 5/96

PROPOSAL CODE NO: 02-0724

Sheet 1 of 1

(*) When description is limited by such as "Laying Only", "Erection Only", "Manipulation Only", etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices used on this request should list the prices as reflected in the contract and are for Departmental use only and are not to be considered the exact prices agreed to by the contractors.

The items to be subcontracted are as follows:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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SEE ATTACHED

TOTAL _____

(RECOMMENDED)

Project Engineer Date

Chief District Engineer Date

Item No.	Description	Approx. Quantity	Unit	Unit Price	Total
1	Structure Granular Backfill	107	CM	50.00	5,350.00
2	Structure Excav-Solid Rock	6603	CM	125.00	825,375.00
3	Masonry Coating	3824	SM	15.00	57,360.00
4	Concrete - Class A	186.8	CM	700.00	130,760.00
5	Concrete - Class AA	4826.7	CM	650.00	3,137,355.00
6	Piles-Steel HP 360x132	129	M	150.00	19,350.00
7	Test Piles	11.7	M	200.00	2,340.00
8	Steel Reinf-Epoxy Coated	578274	KG	1.75	1,011,979.50
9	Steel Reinforcement	106471	KG	1.50	159,706.50
10	Precast PC I Beam Type 4	282.6	M	600.00	169,560.00
11	Approach Slab	199	SM	250.00	49,750.00
12	Expansion Dam-100 MM Neoprene	26.1	M	750.00	19,575.00
13	Deck Drain	34	EA	2,000.00	68,000.00
14	Finger Dam	25.2	M	10,000.00	252,000.00
15	Step Footing	1	EA	5,000.00	5,000.00
22	Foundation Preparation	1	LS	500,000.00	500,000.00
23	Shear Connectors	1	LS	100,000.00	100,000.00
24	Pole Base	34	EA	500.00	17,000.00
25	Conduit - 75 MM	1712	M	60.00	102,720.00
26	Roadway Excavation	162105	CM	7.00	1,134,735.00
27	Water	500	CM	1.00	500.00
28	Concrete - Class A	18.4	CM	2,000.00	36,800.00
29	Steel Reinforcing	191.2	KG	1.00	191.20
30	Safeloading	4.24	CM	150.00	636.00
31	Guardrail - Steel W Beam - S Face	655.32	M	40.00	26,212.80
32	Guardrail Terminal Sect No. 1	7	EA	50.00	350.00
33	Guardrail End Treatment Ty 4A	4	EA	1,500.00	6,000.00
34	Guardrail End Treatment Type 7	2	EA	700.00	1,400.00
35	Guardrail Con to BR End Type A	2	EA	600.00	1,200.00
36	Guardrail Con to BR End Ty A-1	1	EA	300.00	300.00
37	Removing Guardrail	815.33	M	6.00	4,891.98
38	Crash Cushion Type VI A	2	EA	10,000.00	20,000.00
39	Conc Med Barrier Type 300C MOD	56.2	M	70.00	3,934.00
47	Signs	87.24	SM	80.00	6,979.20
48	Barricade - Type III	66	EA	150.00	9,900.00
49	Delineator for Barrier - White	42	EA	3.00	126.00
50	Delineator for Barrier - Yellow	42	EA	3.00	126.00
51	Removing Pipe	54.93	M	20.00	1,098.60
52	Removing Pavement	7083.77	SM	4.00	28,335.08
53	Septic Tank Treatment	9	EA	800.00	7,200.00
54	Culvert Pipe - 450 MM	172.6	M	125.00	21,575.00
55	Culvert Pipe - 600 MM	11.1	M	150.00	1,665.00
56	Culvert Pipe - 750 MM	82.5	M	175.00	14,437.50
57	Culvert Pipe - 900 MM	41.4	M	225.00	9,315.00
58	Storm Sewer Pipe - 450 MM	230.9	M	100.00	23,090.00
59	Entrance Pipe - 375 MM	53	M	80.00	4,240.00
60	Entrance Pipe - 600 MM	21.6	M	110.00	2,376.00
61	Perforated Pipe - 100 MM	85.7	M	20.00	1,714.00
62	Non-Perforated Pipe - 100 MM	68.7	M	32.00	2,198.40
63	Perf Pipe Headwall Ty 3 - 100 MM	6	EA	500.00	3,000.00
64	S & F Box Inlet - Outlet - 450 MM	4	EA	2,500.00	10,000.00
65	S & F Box Inlet - Outlet - 750 MM	4	EA	4,500.00	18,000.00
66	S & F Box Inlet - Outlet - 900 MM	2	EA	5,500.00	11,000.00
67	Metal End Section Ty 1-375 MM	12	EA	500.00	6,000.00
68	Metal End Section Ty 1-600 MM	4	EA	1,000.00	4,000.00
69	Junction Box	1	EA	1,000.00	1,000.00
70	Manhole Type A	2	EA	2,000.00	4,000.00
71	Seeding and Protection	42919.6	SM	0.40	17,167.84
72	Temp Seeding and Protection	10000	SM	0.50	5,000.00

73	Special Seeding Crown Vetch	2500	SM	0.40	1,000.00
74	Erosion Control Blanket	5462	SM	1.50	8,193.00
75	Silt Trap Type A	9	EA	220.00	1,980.00
76	Clean Silt Trap Type A	27	EA	40.00	1,080.00
77	Silt Check	34	EA	125.00	4,250.00
78	Clean Silt Check	102	EA	30.00	3,060.00
79	Channel Lining Class II	500	M TON	25.00	12,500.00
80	Channel Lining Class III	800	M TON	27.00	21,600.00
81	Fabric - Geotextile Type III	2752.5	SM	2.00	5,505.00
82	Fabric - Geotextile Type IV	63500	SM	2.00	127,000.00
83	R/W Marker Rural Type 1	49	EA	75.00	3,675.00
84	R/W Fence-Woven Wire Type 1	1066.21	M	15.00	15,993.15
85	Crushed Aggregate Size No. 2	75	M TON	35.00	2,625.00
88	Traffic Bound Base	291	M TON	25.00	7,275.00
99	Clearing and Grubbing	1	LS	100,000.00	100,000.00
100	Staking (Partial)	1	LS	50,000.00	50,000.00
101	Maintain and Control Traffic(Partial)	1	LS	20,000.00	20,000.00
104	Trainee Pay Reimbursement (Partial)	1400	HR	1.00	1,400.00
105	Winter Honey Suckle	453	EA	20.00	9,060.00
106	Mobilization (Partial)	1	LS	190,000.00	190,000.00
					<hr/>
					8,670,071.75

SUBCONTRACT #430510-01

(Long Form-Rev.1/95)

Cost Code

THIS AGREEMENT made this 3RD day of February, 2003

BETWEEN CONTRACTOR: American Bridge Company
1000 American Bridge Way
Coraopolis, PA 15108
Attention: Mr. Donald R. Jones, P.E.
Phone: 412-631-1057
Fax: 412-631-2002

and **SUBCONTRACTOR:** Haydon Bridge Company
P.O. Box 175
Springfield, KY 40069
Attention: Mr. Thomas S. Haydon, III
Phone: 859-336-7533
Fax: 859-336-7096

NOTICE: THIS AGREEMENT MAY REQUIRE ARBITRATION OF DISPUTES. See Article 32.
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WHEREAS, Contractor has made (signed) a contract for construction dated the 22nd day of January, 2003 with:

CUSTOMER: Commonwealth of Kentucky
Transportation Cabinet
Department of Highways

For the following Project: **Pulaski County, BRO 90-1 (34), FD 52 100 0090 002-004. The Burnside – Monticello Road (KY 90) Bridge and Approaches at Cumberland Lake 0.800 Mile West of US 27 (Excluding Main River Pier Construction), a distance of 2.095 kilometers. Grade, Drain and Asphalt Surface.**

(hereinafter referred to as the "Prime Contract") which provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project

Project Owner: SAME AS CUSTOMER
(if different from Customer)

Architect or Engineer: Johnson, Depp & Quisenberry Consulting Engineers
(if different from Customer) Owensboro, Kentucky
(Roadway Plans Only)

(In the event Contractor's Prime Contract is with Owner of the Project, references to "Customer" shall also mean "Owner" and references to "Owner" shall also mean "Customer." All references herein to "Customer" and/or "Owner" in the context of review, approval, inspection or contract administration shall include "Architect" or "Engineer" acting within the scope of authority delegated to such party by Owner); and

WHEREAS, Subcontractor has agreed, for and in the stead of Contractor, to fulfill and perform the part of the Prime Contract that is hereinafter described;

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

SCOPE OF WORK:

1. Subcontractor shall furnish all supervision, labor, materials, supplies, services, tools, equipment and facilities and do and perform all things necessary for the construction and completion of the Work as set forth on "SCHEDULE A – SCOPE OF WORK," attached hereto, in strict accordance with the terms of this Agreement and the Contract Documents and all things indicated therein or reasonably implied or inferable therefrom.

CONTRACT DOCUMENTS:

2. The Contract Documents for this Agreement consist of the Prime Contract; the Conditions of the Prime Contract (General, Supplementary, Special and other conditions); Drawings, Specifications and Addenda included in the Prime Contract; all other documents contained or referenced in the Prime Contract; and all Modifications or change Orders issued subsequent thereto (see Attached "SCHEDULE C-CONTRACT DOCUMENTS"). All of the above Contract Documents are fully incorporated herein, and Subcontractor acknowledges that it has read and is familiar with all of the terms and conditions therein and with the respective rights, obligations and liabilities of Contractor and Customer thereunder.

In the performance of this Agreement, Subcontractor agrees to be bound to Contractor by the terms of the Contract Documents and shall assume toward Contractor all the obligation and responsibilities which Contractor, under the Contract Documents, assumes toward the Customer. Subcontractor shall have the benefit of all rights, remedies and redress against Contractor which Contractor, by the Contract Documents, has against the Customer. It is understood that in the event of conflict or inconsistencies between the provisions of this Agreement and Contract Documents, this Agreement shall govern. The foregoing notwithstanding, any claims of Subcontractor, whether for extension of time, changes in the Work, adjustment, damages or otherwise, must be submitted in accordance with the procedures set forth in the Contract Documents, and Subcontractor's remedy and recovery shall be limited to adjustments authorized and approved by Customer.

SHOP DRAWINGS:

3. Subcontractor shall prepare such drawings as are necessary to completely show the details of its Work and shall secure approval thereof by Contractor and by such other parties as may be required by the Contract Documents in writing before proceeding with the Work to which such drawings shall relate. Approval of such drawings by Contractor or others shall not relieve Subcontractor of its obligation to conform its Work properly with work of other contractors and to perform fully the terms and conditions hereof and of the Contract Documents.

TIME OF COMPLETION

4. Subcontractor shall complete all Work hereunder according to the following schedule:

Pursuant to schedule submitted by Subcontractor within ten (10) days after receipt of this Agreement, subject to Contractor's approval. Otherwise, Work shall be performed according to the schedule prepared by Contractor. Subcontractor's schedule shall be consistent with the requirements of any outline schedule

furnished by Contractor and Contractor's obligations under the Contract Documents (see attached "SCHEDULE B - PROJECT SCHEDULE").

Time is of the essence in the performance of Subcontractor's obligations hereunder. Contractor may, from time to time, make revisions in the schedule, subject to Subcontractor's consent, provided however, Subcontractor hereby consents to such reasonable revisions as necessary to maintain Subcontractor's schedule approved by Contractor and Contractor's obligations under the Contract Documents. In the event of Subcontractor's failure to adhere to the agreed schedule, as modified by authorized time extensions and/or revisions, Subcontractor shall be liable to Contractor for all delay damages, liquidated or otherwise, payable by Contractor to Customer as the result of Subcontractor's delay, in addition to such actual delay damages and/or acceleration costs suffered by Contractor and its subcontractors as a consequence thereof, and such sums may be deducted from Subcontractor's applications for payment hereunder. Subcontractor may be required to accelerate its Work to maintain the agreed schedule at no expense to Contractor.

EXTENSION OF TIME:

5. Should Subcontractor be delayed in the performance or completion of the Work hereunder by Contractor or Contractor's other subcontractors or by any acts or causes beyond the control of Subcontractor which are excused under the Contract Documents, Contractor will extend the foregoing work schedule for a period of time equivalent to any such delay. This time extension shall be the sole remedy for such delays unless caused solely by Contractor or Contractor's other subcontractors or unless and to the extent delay costs are reimbursed by Customer, Owner or other responsible party. Failure of Subcontractor to give written notice of claim to Contractor for time extensions and delay costs at least five (5) business days before the time specified in the Contract Documents shall bind Subcontractor to the same consequences as Contractor is bound. Failure of Subcontractor to give Contractor written notice of delay and claim for time extensions and potential delay damages within five (5) business days after the onset of delays or interference caused by Contractor shall constitute a waiver by Subcontractor of all rights to time extensions and for compensation for delays to the extent otherwise recoverable as set forth above. In no event shall the extension of time afforded Subcontractor hereunder exceed that granted by Customer under the Contract Documents with respect to such claim, unless Contractor or Contractor's other subcontractors are the sole cause of Subcontractor's delay.

CONDITIONS UNDER WHICH CONTRACTOR MAY COMPLETE THE WORK:

6. If Subcontractor, at any time in the judgement of Contractor, shall fail to supply a sufficiency of properly skilled workmen or of materials, tools, equipment, facilities or supplies of the proper quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail in the performance of any of its obligations hereunder, and shall, within three (3) days after receipt of written notice from Contractor fail to remedy such default; or if Subcontractor shall interfere with or disrupt, or threaten to interrupt with or disrupt, the operations of Customer, Owner or Contractor in any manner, whether by reason of labor dispute or otherwise; or if the presence of the Subcontractor or his agents or employees upon the Owner's premises or the fact that this Agreement has been made results in acts by third parties which interfere with or disrupt the operation of Customer, Owner or Contractor in any manner, whether by reason of a labor dispute, picketing, boycotting or otherwise; or if a petition in bankruptcy shall be filed by or against Subcontractor or if Subcontractor shall become insolvent and fails to furnish adequate assurances of future performance within seven (7) days or otherwise is unable to continue the Work, Contractor may, in any such event, either terminate this Agreement or exclude Subcontractor and its employees and agents from the Work or any designated portion thereof without terminating this Agreement. Contractor, having exercised either of the above elections, may enter upon the premises and take possession of all materials, tools, equipment, facilities and supplies thereon, and may finish said Work or portion thereof either by providing the necessary labor and additional materials, tools, equipment, facilities and supplies for

finishing said Work or portion thereof or by contracting with other parties. Subcontractor shall not be entitled, in any event, to receive any further payment under this Agreement or otherwise in connection with the Work after such notice is sent or given until said Work shall be wholly finished, at which time if the unpaid balance of the amount to be paid Subcontractor under this Agreement shall exceed the cost and expense of finishing the Work, such excess shall be paid by Contractor to Subcontractor; but, if such cost and expense including damages incurred through Subcontractor's default shall exceed such unpaid balance, Subcontractor shall be liable for and shall pay such difference to Contractor. The cost and expense of completing the Work as herein provided and damages incurred through Subcontractor's default shall be audited and certified by Contractor. If Contractor wrongfully terminates Subcontractor, the Subcontractor shall be entitled to recover only the pro rata Subcontract Price for Work performed, but not paid for, prior to the termination and incidental damages directly resulting from the termination; in no event shall the Subcontractor be entitled to recover anticipated profit upon unperformed Work or any other damages incurred or alleged to be incurred in connection with such termination.

SUBCONTRACT PRICE AND PAYMENT:

7. Contractor agrees to pay Subcontractor for satisfactory performance of Subcontractor's Work the approximate sum of *Seven Million Three Hundred Thirty Eight Thousand Seven Hundred Ninety Two Dollars and 62/100 (\$7,338,792.62)*, subject to additions and deductions as herein provided, in full and complete compensation for all work performed and furnished hereunder.

Progress payments, less retainage of 0%, shall be made to Subcontractor for Work satisfactorily performed no later than ten (10) days after receipt by Contractor of payment from Owner for Subcontractor's Work, subject to the express condition precedent that Contractor shall have received payment therefor unless payment is withheld due to causes within the sole control of Contractor for which Subcontractor is not responsible. Subcontractor shall make applications for payment in the manner prescribed in the Contract Documents and in time for the Contractor to submit per the Contract Documents. If retainage is reduced by Customer and paid to Contractor for Subcontractor's Work, or no longer withheld by Customer for Subcontractor's Work, corresponding subcontract retainage will be reduced or no longer withheld accordingly, provided that Subcontractor is performing its Work on time and in conformance with this Agreement.

When required by Contractor or Customer, and as a prerequisite for payment, Subcontractor shall provide affidavits, partial lien waivers and releases for itself and from each of its subcontractors and material suppliers evidencing receipt of progress payments. All payments made by Contractor to Subcontractor are made to, and accepted by, Subcontractor as trustee for the benefit of Subcontractor's employees, material suppliers and lower tier subcontractors, and Subcontractor shall so apply the payments from Contractor before using any part thereof for any other purpose.

No payment of premium time shall be made to Subcontractor unless such premium time is authorized in writing by Contractor prior to the working thereof; but if premium time is so authorized, the premium will be paid for as extra compensation to Subcontractor over and above the subcontract price. Such premium will be paid for at the premium rates established by the applicable wage scale for each craft plus payroll taxes thereon and any workers' compensation insurance premium that Subcontractor is required to pay on account of such premium time. No payment will be made for public liability insurance, overhead, supervisory services, profit or other charges. Invoices for premium time must show a breakdown of payroll taxes by percentage and, if a percentage for workers' compensation premium is applied, evidence that such premiums are applicable must be submitted. Premium time incurred by reason of Subcontractor's failure to adhere to the schedule for performance of the Work shall be at the expense of Subcontractor without payment or reimbursement by Contractor.

WITHHOLDING OF PAYMENTS:

8. In addition to amounts retained under Article 7 of this Agreement and in addition to its other remedies, Contractor may withhold and retain from time to time out of moneys due Subcontractor hereunder, amounts sufficient fully to reimburse and compensate itself, Customer or Owner for any loss or damage either or both of them may sustain, or to indemnify itself and the Owner against any liens, claims, damages, obligations or liabilities which may be asserted against any or all of them, or their property, or Surety, by reason of or as a result of any acts or omissions of Subcontractor, its employees, representatives, licensees or subcontractors in connection with or related to the performance of this Agreement, including failure to pay its workmen, benefit plans of its employees, taxes, subcontractors or suppliers and inexcusable delays in performance and completion of the Work, or by reason of any other claims Contractor may have against Subcontractor in connection with this or any other contract. After giving Subcontractor notice of and reasonable opportunity to satisfy or bond over amounts due and owing to any creditor for Work provided hereunder, Contractor shall have the right, but not the obligation, to direct payments owed by Contractor to Subcontractor directly to Subcontractor's creditors, either by joint check payable to both the creditor and the Subcontractor or by check directly payable to the creditor, in either case reducing the amount owed to Subcontractor by the amount of such direct payment.

FINAL PAYMENT:

9. As express conditions precedent to final payment of all sums due Subcontractor hereunder:

(i) Subcontractor shall have given Contractor and Customer evidence satisfactory to them of compliance with all requirements of the Contract Documents (including without limitation furnishing of as-built drawings when required and waiver, removal or discharge of all liens, claims, obligations and liabilities which may be asserted);

(ii) Contractor and Customer shall finally approve and accept Subcontractor's Work; and

(iii) Contractor shall have received payment from Customer for Work performed by Subcontractor.

Payments made pursuant to this Agreement by Contractor shall not be construed as the waiver of any breach hereof by Subcontractor or as an acceptance of defective work or of work not in conformance with the terms and conditions of this Agreement and of the Contract Documents. Subcontractor's acceptance of final payment shall constitute a final waiver of any and all claims against Contractor, Customer or otherwise arising out of or in connection with this Agreement or the Work hereunder.

CHANGES AND EXTRAS:

10. Contractor reserves the right to make changes in, deductions from and additions to the Work upon written order to Subcontractor. Before proceeding with any Work involving possible claims by Subcontractor for adjustments in compensation or time of performance, Subcontractor shall submit in writing to Contractor a detailed estimate of the price and additional time, if any, required for such Work and shall secure from Contractor a written order describing such Work and fixing Subcontractor's compensation and time. In the event any deductions from the Work result in a material change in the value of the Work, an equitable adjustment shall be made by the parties hereto in the subcontract price. Agreement on any change order shall constitute a final settlement of all items covered therein, subject to performance thereof and payment therefor as provided in this Agreement. If Contractor and Subcontractor fail to agree as to the amount of the adjustment, the Work shall proceed as directed in writing by Contractor while the adjustment is being determined, which written direction shall not be unreasonably withheld. Failure of Subcontractor to give Contractor notice of claim and estimate of time and price prior to

proceeding with Work which is the subject of said claim shall operate as a waiver by Subcontractor of all rights to adjustments in compensation or time of performance. Any change order or extra work performed without Contractor's prior written authorization pursuant to the foregoing procedures shall be at Subcontractor's risk without right of payment or reimbursement under contract, quantum meruit or otherwise. No prior waiver of notice or failure to enforce the procedures herein for written orders shall constitute a waiver of the requirements of this section for written notice to Contractor and written order from Contractor in connection with subsequent claims for changes or extras. In no event shall the increase in the subcontract price or the extension of time, if any, afforded to Subcontractor hereunder exceed that granted to Contractor under the Contract Documents with respect to any change in the Work initiated by Customer or Owner.

INSPECTION:

11. Contractor, Customer and Owner shall have the right, but not the obligation, to inspect and approve all Work at all times, but the giving or failure to give any such approval shall not relieve Subcontractor of responsibility for the proper performance of the Work. Subcontractor shall provide sufficient, safe and proper facilities at all times for such inspection of the Work, and shall furnish full information concerning all materials entering into the Work.

DEFECTIVE WORK:

12. Subcontractor shall, at any time prior to the completion of the Work and within forty-eight (48) hours after receiving written notice from Contractor, proceed at Subcontractor's sole cost and expense to remove from the premises all materials rejected by Contractor, Customer or Owner, whether assembled or not, and to dismantle all portions of the Work which shall be rejected as unsound or improper or in any way failing to conform to the requirements of this Agreement or the Contract Documents, and to replace the rejected Work with materials conforming to the requirements of this Agreement and the Contract Documents and acceptable to Contractor, Customer and Owner, and to further pay for or replace at its own expense all work damaged or destroyed thereby.

RESPONSIBILITY FOR WORK:

13. Prior to the completion of the Work by Subcontractor and the acceptance thereof by Contractor, Customer and Owner, all the Work shall remain at the risk of Subcontractor and Subcontractor shall repair and/or replace any and all loss or damage to the Work, regardless of the cause of the damage, at Subcontractor's own cost and expense, provided that the loss or damage was not caused by Contractor or Contractor's other subcontractors. Subcontractor shall repair, restore and replace any real or personal property, including tools and equipment, belonging to Owner, Customer or Contractor which Subcontractor or his subcontractors or suppliers, or their respective employees or invitees, may damage or destroy while on Contractor's and Owner's premises.

WARRANTY:

14. Subcontractor shall repair or replace at its own expense, as directed by Contractor or Customer and at Owner's convenience, any defects in workmanship or materials which appear within one (1) year from the date of the final acceptance of the Subcontractor's Work, provided however, that Subcontractor guarantees the Work to the full extent and for the full period provided in the Contract Documents (even if longer than the above one (1) year period).

WORKER'S COMPENSATION AND EMPLOYMENT TAXES:

15. Subcontractor shall provide and pay, and require his subcontractors, if any, to provide and pay, and to

secure the payment of:

(I) Compensation for occupational diseases and for injuries sustained by or death resulting to employees of Subcontractors as required by state and federal laws, including the laws of each state wherein any work hereunder is performed and where employment contracts of such employees were made and any applicable Federal laws regarding maritime or Federal employment.

(ii) Contributions and payments with respect to employees of Subcontractor and his subcontractors to state unemployment compensation funds when and as required by such unemployment compensation laws.

(iii) Contributions, taxes and premiums payable under Federal and State laws measured upon the payroll of employees engaged in the performance of Work under this Agreement.

Upon written request, Subcontractor shall furnish Contractor with satisfactory evidence that Subcontractor and its subcontractors have complied fully with all of the requirements of law. In any event Subcontractor shall indemnify and save harmless Contractor, Customer and Owner from and against any and all actions, claims, damages, fines, penalties, attorney's fees and costs resulting from Subcontractor's failure to fully comply with all such laws or to purchase such insurance.

TAXES:

16. Subcontractor shall pay all sales, excise, privilege, occupational and other taxes applicable to materials and supplies furnished or Work performed hereunder and shall save Contractor, Customer and Owner harmless from liability for any such taxes.

INDEMNITY:

17. Subcontractor shall indemnify, defend, and hold harmless Contractor, its officers, employees and agents, the owner of Contractor's rented equipment used by Subcontractor and only to the extent required by the Contract Documents those parties which Contractor is required to indemnify, defend and hold harmless under the Contract Documents (Contractor and all other parties collectively "Indemnitees") from and against any and all claims, fines, damages, losses and expenses whatsoever (including those for bodily injury, personal injury, sickness, disease or death – hereinafter "Personal Injury" – or for injury to or destruction of tangible property including loss of use resulting therefrom – hereinafter "Property Damage"), in law and in equity, arising out of, related to or resulting from the performance of Subcontractor's Work hereunder; or arising out of, related to or resulting from Subcontractor's use of the Project premises or equipment, facilities, and other property of Indemnitees (including without limitation tools, cranes, hoists, watercraft, manlifts, stairs, ramps, ladders, platforms, and scaffolds used by Subcontractor and its employees, invitees and those of its subcontractors).

To the fullest extent permitted by law, Subcontractor expressly understands and agrees that Subcontractor's hereinabove obligation to Indemnitees shall extend to any such claim resulting from Personal Injury or Property Damage, regardless of whether or not such claim is caused or alleged to be caused in part by any joint, concurrent or independent act or omission by Indemnitees (negligent or otherwise, whether active or passive), or whether or not caused in whole or in part by unseaworthiness of watercraft or defects in premises, equipment or facilities used by Subcontractor, but only to the extent such claim does not arise out of or result from the sole active negligence or willful misconduct of Indemnitees (other than employees of Contractor borrowed by Subcontractor). If Indemnitee is an architect, engineer or surveyor, this indemnity shall not extend to the liability of such Indemnitee arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by such Indemnitee, or out of

the giving or the failure to give directions or instructions by such Indemnitee, where the giving or the failure to give any directions or instructions is the primary cause of Personal Injury or Property Damage.

If claims against Indemnites resulting from Personal Injury to employees of Subcontractor, those of its subcontractors or anyone directly or indirectly employed by them, Subcontractor's hereinabove obligation to Indemnites shall not be limited by any limitation on the amount or type of damages, benefits or compensation payable by or for Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts, and Subcontractor expressly waives any such statutory or constitutional immunity.

Subcontractor, at Subcontractor's sole expense, shall promptly dispose of all such claims, defend all lawsuits filed against Indemnites on the account thereof, pay all judgments rendered against Indemnites in such lawsuits (including any prejudgment interest assessed against any Indemnites hereunder), and reimburse Indemnites in cash upon demand for all reasonable expenses incurred by Indemnites on the account thereof including, but no limited to, attorney's fees, expert witness fees, consultant fees, and court costs, whether incurred defending the underlying action or incurred enforcing this indemnification. Subcontractor's obligations to defend Indemnites shall survive any judicial determination invalidating, in whole or in part, this Article 17 and shall apply regardless of whether or not Indemnites are found liable for negligence, in whole or in part. Subcontractor expressly understands and agrees that this Article 17 and shall apply regardless of whether or not Indemnites are found liable for negligence, in whole or in part. Subcontractor expressly understands and agrees that this Article 17 is supported by specific consideration included in the subcontract price in the amount of 1% of the subcontract price and that Subcontractor shall purchase the insurance specified elsewhere herein for the benefit of Indemnites to the extent this indemnity is not otherwise enforceable under the law. In no event shall Subcontractor's legally enforceable indemnity obligation hereunder be limited to the amount of any insurance available to or provided by Subcontractor.

RESPONSIBILITY FOR SAFETY OF PERSONS:

18. The safety of Subcontractor's employees on Contractor's and Owner's premises, or any invitee who enters upon the premises for reasons relating to this Agreement, shall be the sole and exclusive responsibility of Subcontractor. Subcontractor shall at all times maintain safe working conditions and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the work assigned to him. Subcontractor shall confine its employees, invitees, and equipment to that portion of the Project premises where the Work under this Agreement is to be performed or to roads and access leading to and from work sites, or to any other areas which Owner, Customer or Contractor may permit Subcontractor to use. Prior to starting any work at the Project premises, Subcontractor shall submit its safety program to Contractor for review by Contractor. In addition, Subcontractor shall submit all applicable material safety data sheets (MSDS) required pursuant to the Hazard Communication Standard (29 CFR 1926.59) for the proper performance of the Subcontractor's work on the Project. Subcontractor shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees, invitees and other persons engaged in the Work or other work in connection with the Project. Such measures and precautions shall include, but shall not be limited to, all safe guards and warnings necessary to protect all such persons from and against any conditions which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity to hazardous conditions, facilities, or any moving or operating machinery or equipment. Subcontractor shall promptly report to Contractor all accidents or occurrences resulting in injuries to Subcontractor's employees or third parties, or damage to property of third parties, arising out of or in the course of the Work, and, when requested, shall furnish Contractor with a copy of reports made by Subcontractor to its insurer or to others of such accidents and occurrences, including statements or any other investigative material.

INSURANCE REQUIREMENTS:

19. Before commencing the Work, the Subcontractor shall purchase and maintain insurance in accordance with "SCHEDULE E – INSURANCE AND BONDS," unless otherwise agreed in writing by Contractor.

PERMITS AND LICENSES:

20. Except for licenses and permits obtained by Contractor, Customer or Owner under the Contract Documents, Subcontractor shall secure and pay for all licenses and permits required for its compliance with all laws, ordinances, and regulations of the proper authorities in the performance of its Work. Subcontractor shall be responsible for all damages and shall indemnify, save harmless and defend Contractor, Customer and Owner from and against all damages, fines, penalties and liability therefor, which may arise out of the failure of Subcontractor to secure and pay for any of said licenses and permits or to comply with said laws, ordinances and regulations.

PATENTS:

21. Subcontractor agrees to indemnify, save harmless and defend Contractor, Customer and Owner from and against any and all suits, legal proceedings, claims, demands, damages, costs and attorney's fees incident to any infringement or to any claimed infringement of any patent or patents in the manufacture, sale or use of any materials or appliance furnished by Subcontractor under this Agreement. Contractor shall have the right to approve selection of counsel appointed by Subcontractor to defend Contractor.

COOPERATION WITH OTHER CONTRACTORS:

22. All construction forces employed by Subcontractor and its subcontractors shall at all times be acceptable to Contractor, Customer and Owner and shall be subject to safety rules and other regulations in force or to be established at the premises on which this Agreement is to be performed. Subcontractor and its subcontractors, if any, shall cooperate with Contractor and other contractors on the premises and shall so carry on their work that Contractor and other contractors shall not be hindered, delayed or interfered with in the progress of their work, and so that all of such work shall be a finished and complete job of its kind.

CLEANING-UP OF PREMISES:

23. During the progress of the Work, Subcontractor shall store materials and equipment in an orderly manner and shall keep the premises at all times free from debris and obstructions. Upon completion of the Work, Subcontractor shall remove all temporary buildings or facilities erected or installed by Subcontractor or its subcontractors, all construction equipment, surplus materials and supplies belonging to Subcontractor or its subcontractors, and shall leave the premises and the Work in perfect order, clean and ready for use.

SUBLETTING AND ASSIGNING:

24. Subcontractor shall not sublet or assign this Agreement or the Work hereunder or any part thereof without the written consent of Contractor. In case such consent is given, it shall not relieve Subcontractor from any of the obligations of this Agreement, and any subcontractor or assignee shall be considered the agent of Subcontractor and, as between the parties hereto, Subcontractor shall be and remain liable as if no such subletting or assignment had been made. Lower-tier subcontracts are subject to the provisions of this Agreement, and Subcontractor's subcontracts shall incorporate all provisions of the Contract Documents and this Agreement. Subcontractor hereby assigns to Contractor all subcontracts and material orders relating to the Work provided such assignment shall be effective only in the event of default or termination under Article 6 and then only if Contractor gives specific written notice to Subcontractor and

Subcontractor's subcontractors and material suppliers, and without liability on part of Contractor until Contractor affirmatively so accepts the assignment.

APPLICABLE LAWS AND REGULATIONS:

25. Any provision required to be included in a contract of this type by any applicable and valid Federal, State and local law, ordinance, rule or regulation shall be deemed to be incorporated herein. In the performance of this Agreement, Subcontractor shall comply with all applicable and valid laws, ordinances, rules and regulations. This Agreement shall be governed by and interpreted in accordance with the law of the Commonwealth of Pennsylvania, without reference to its conflict of laws provisions, unless other law is expressly stated in the Contract Documents as applicable to the dispute.

WAIVER OF BREACH, SEVERABILITY AND INTEGRATION:

26. Any failure by Contractor at any time, or from time to time, to enforce or require the strict keeping and performance by Subcontractor of any of the terms or conditions of this Agreement or of the Contract Documents, shall not constitute a waiver by Contractor of a breach of any such terms or conditions, and shall not affect or impair such terms or conditions in any way, or the right of Contractor any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions. If any term or condition of this Agreement or portion thereof is rendered unenforceable under the law, all remaining terms and conditions not affected by such determination shall remain in full force and effect and shall be binding upon the parties hereto. The terms of this Agreement supersede any prior written or oral proposals, negotiations, representations, terms or understandings. No modification to this Agreement and no waiver of rights hereunder shall be valid or binding unless agreed in writing by both parties.

BONDS:

27. The Subcontractor shall provide a payment bond and performance bond if required by "SCHEDULE E-INSURANCE AND BONDS." Failure of Subcontractor to promptly provide such required bonds shall be a material breach of this Agreement and shall entitle Contractor to invoke the termination provisions of Article 6 hereof and to such other remedies as may be available at law or in equity.

EQUAL EMPLOYMENT OPPORTUNITY:

28. The Subcontractor agrees to comply with all applicable Federal, State, and Local laws, ordinances, rules and regulations concerning employment policies, affirmative action plans and subcontracting to disadvantage businesses. Hiring goals and provisions of the Contract Documents concerning Equal Employment Opportunity (and disadvantaged subcontractors, if applicable to this Agreement) are included as part of the Contract Documents applicable to this Agreement.

NO THIRD PARTY BENEFICIARIES:

29. To the maximum extent permitted by law, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Contractor and Subcontractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Contractor and Subcontractor and not for the benefit of any other party.

INDEPENDENT CONTRACTOR AND CONTROL OF THE WORK:

30. Subcontractor shall perform the Work under this Agreement as an independent contractor with exclusive control of the direction and supervision of the means and methods of performing the Work in

accordance with the requirements of this Agreement and the Contract Documents. Subcontractor shall be solely responsible and liable for all safeguards, protections and warnings necessary to prevent Personal Injury or Property Damage arising out of Work performed under or related to this Agreement, including without limitation barricading or removing Subcontractor's employees and invitees from hazardous situations over which it has no control and promptly reporting such conditions to Contractor. The approval by Contractor, Customer or Owner of the methods of doing the Work or the failure of Contractor, Customer or Owner to call attention to improper or inadequate methods or to require any change in methods or to direct Subcontractor to take any particular precautions or to refrain from doing any particular thing shall not excuse Subcontractor in case of Personal Injury or Property Damage. In the event Contractor should, at the request of Subcontractor, furnish workmen to Subcontractor for any purpose, including without limitation operation of Contractor's rented or owned equipment which is used by Subcontractor, Subcontractor shall direct and supervise such workmen and shall be responsible for their actions while so engaged, and they shall be deemed to be borrowed employees of Subcontractor.

TERMINATION FOR CONVENIENCE:

31. In the event the Contract Documents provide for termination of the contract for convenience, Subcontractor shall be bound to Contractor by all such provisions of the Contract Documents in the same manner as Contractor is bound to Customer.

ARBITRATION AND MEDIATION:

32. In the event the Contract Documents provide for arbitration or mediation of disputes, Subcontractor shall be bound by all such provisions of the Contract Documents to Contractor in the same manner as the Contractor is bound to Customer, provided however that if any dispute between Contractor and Subcontractor does not involve Customer, then Contractor in its sole discretion shall not be required to arbitrate or mediate the dispute.

NOTICES:

33. All notices called for or contemplated herein shall be in writing and shall be deemed given when personally delivered or when both telefaxed and mailed, postage prepaid, by first class mail to the designated representative of the Contractor or Subcontractor at the telefax number and address shown on the face of this Agreement. The designated representative and/or the address and telefax number may be changed by either party by notice to the other party in the manner aforesaid, provided that such notice shall expressly refer to this Article 33 and plainly state the change.

SCHEDULES:

34. The following Schedules are attached to and form part of this Agreement:

SCHEDULE A – SCOPE OF WORK

SCHEDULE B – PROJECT SCHEDULE

SCHEDULE C – CONTRACT DOCUMENTS

SCHEDULE E – INSURANCE AND BONDS

SCHEDULE G – REQUIRED PRIME CONTRACT CLAUSES (pages)

SPECIAL TERMS AND CONDITIONS:

35. a.) For the reinforcing steel work on this Project, Haydon Bridge Company and/or its subcontractor(s) shall be signatory to the International Association of Bridge, Structural and Ornamental Ironworkers and shall solely utilize members of this labor union as this work is within their jurisdiction.

- b.) Subcontractor shall furnish Contractor with an executed original of the attached "Conditional Final Waiver and Release" prior to Contractor's releasing final payment. See attached Exhibit 4.Q.4.
- c.) Subcontractor agrees to provide Prime Contract DBE requirements by subletting the reinforcing work, Item 8 and Item 9, to a qualified DBE subcontractor.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement the day and year first above written.

Witness:

Bernadette Panzo

CONTRACTOR

By Lanny Frisco
Lanny Frisco

Title Senior Vice President, Estimating

Witness:

Lisa B. Wheatley

SUBCONTRACTOR

By Thomas S. Haydon, III
Thomas S. Haydon, III

Title Secretary-Treasurer

SCHEDULE A – SCOPE OF WORK

The Subcontractor shall construct and complete the following Work:

<u>Item Number</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price(U/M)</u>	<u>Total</u>	<u>Cost Code</u>
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PLEASE REFER TO ATTACHMENT "A"

Clarifications:

1. Subcontractor's Work for Items 1 through and including Item 15, Items 22 through and including Item 101, and Item 105 are all inclusive.
2. Subcontractor's Work for Item 104 is all inclusive for providing the training requirements for one carpenter's trainee.

HAYDON BRIDGE COMPANY, INC.
ATTACHMENT "A"

Item No.	Description	Approx. Quantity	Unit	Unit Price	Total
1	Structure Granular Backfill	107	CM	45.00	4,815.00
2	Structure Excav-Solid Rock	6603	CM	10.00	66,030.00
3	Masonry Coating	3824	SM	14.95	57,168.80
4	Concrete - Class A	186.8	CM	392.50	73,319.00
5	Concrete - Class AA	4826.7	CM	645.00	3,113,221.50
6	Piles-Steel HP 360x132	129	M	131.00	16,899.00
7	Test Piles	11.7	M	132.00	1,544.40
8	Steel Reinf-Epoxy Coated	578274	KG	1.74	1,006,196.76
9	Steel Reinforcement	106471	KG	1.37	145,865.27
10	Precast PC I Beam Type 4	282.6	M	492.00	139,039.20
11	Approach Slab	199	SM	197.50	39,302.50
12	Expansion Dam-100 MM Neoprene	26.1	M	575.00	15,007.50
13	Deck Drain	34	EA	1,900.00	64,600.00
14	Finger Dam	25.2	M	8,775.00	221,130.00
15	Step Footing	1	EA	5,500.00	5,500.00
22	Foundation Preparation	1	LS	400,000.00	400,000.00
23	Shear Connectors	1	LS	110,000.00	110,000.00
24	Pole Base	34	EA	300.00	10,200.00
25	Conduit - 75 MM	1712	M	57.50	98,440.00
26	Roadway Excavation	162105	CM	6.20	1,005,051.00
27	Water	500	CM	0.01	5.00
28	Concrete - Class A	18.4	CM	1,375.00	25,300.00
29	Steel Reinforcing	191.2	KG	1.00	191.20
30	Safeloading	4.24	CM	150.00	636.00
31	Guardrail - Steel W Beam - S Face	655.32	M	40.39	26,468.37
32	Guardrail Terminal Sect No. 1	7	EA	45.00	315.00
33	Guardrail End Treatment Ty 4A	4	EA	1,630.00	6,520.00
34	Guardrail End Treatment Type 7	2	EA	650.00	1,300.00
35	Guardrail Con to BR End Type A	2	EA	560.00	1,120.00
36	Guardrail Con to BR End Ty A-1	1	EA	295.00	295.00
37	Removing Guardrail	815.33	M	5.60	4,565.85
38	Crash Cushion Type VI A	2	EA	9,400.00	18,800.00
39	Conc Med Barrier Type 300C MOD	56.2	M	65.59	3,686.16
47	Signs	87.24	SM	94.10	8,209.28
48	Barricade - Type III	66	EA	152.99	10,097.34
49	Delineator for Barrier - White	42	EA	2.95	123.90
50	Delineator for Barrier - Yellow	42	EA	2.95	123.90
51	Removing Pipe	54.93	M	20.00	1,098.60
52	Removing Pavement	7083.77	SM	4.00	28,335.08
53	Septic Tank Treatment	9	EA	650.00	5,850.00
54	Culvert Pipe - 450 MM	172.6	M	110.00	18,986.00
55	Culvert Pipe - 600 MM	11.1	M	145.00	1,609.50
56	Culvert Pipe - 750 MM	82.5	M	150.00	12,375.00
57	Culvert Pipe - 900 MM	41.4	M	200.00	8,280.00

Subcontract #430510-01

Contractor Initial LGH
Subcontractor Initial TSA

HAYDON BRIDGE COMPANY, INC.

ATTACHMENT "A"

Page 2

Item No.	Description	Approx. Quantity	Unit	Unit Price	Total
58	Storm Sewer Pipe - 450 MM	230.9	M	100.00	23,090.00
59	Entrance Pipe - 375 MM	53	M	80.00	4,240.00
60	Entrance Pipe - 600 MM	21.6	M	100.00	2,160.00
61	Perforated Pipe - 100 MM	85.7	M	20.00	1,714.00
62	Non-Perforated Pipe - 100 MM	68.7	M	32.00	2,198.40
63	Perf Pipe Headwall Ty 3 - 100 MM	6	EA	500.00	3,000.00
64	S & F Box Inlet - Outlet - 450 MM	4	EA	2,100.00	8,400.00
65	S & F Box Inlet - Outlet - 750 MM	4	EA	4,000.00	16,000.00
66	S & F Box Inlet - Outlet - 900 MM	2	EA	5,000.00	10,000.00
67	Metal End Section Ty 1-375 MM	12	EA	500.00	6,000.00
68	Metal End Section Ty 1-600 MM	4	EA	1,000.00	4,000.00
69	Junction Box	1	EA	1,000.00	1,000.00
70	Manhole Type A	2	EA	1,800.00	3,600.00
71	Seeding and Protection	42919.6	SM	0.40	17,167.84
72	Temp Seeding and Protection	10000	SM	0.37	3,700.00
73	Special Seeding Crown Vetch	2500	SM	0.42	1,050.00
74	Erosion Control Blanket	5462	SM	1.61	8,793.82
75	Silt Trap Type A	9	EA	200.00	1,800.00
76	Clean Silt Trap Type A	27	EA	1.00	27.00
77	Silt Check	34	EA	100.00	3,400.00
78	Clean Silt Check	102	EA	1.00	102.00
79	Channel Lining Class II	500	M TON	22.00	11,000.00
80	Channel Lining Class III	800	M TON	25.00	20,000.00
81	Fabric - Geotextile Type III	2752.5	SM	1.50	4,128.75
82	Fabric - Geotextile Type IV	63500	SM	1.55	98,425.00
83	R/W Marker Rural Type 1	49	EA	77.50	3,797.50
84	R/W Fence-Woven Wire Type 1	1066.21	M	15.25	16,259.70
85	Crushed Aggregate Size No. 2	75	M TON	30.00	2,250.00
88	Traffic Bound Base	291	M TON	25.00	7,275.00
99	Clearing and Grubbing	1	LS	27,000.00	27,000.00
100	Staking	1	LS	28,000.00	28,000.00
101	Maintain and Control Traffic (partial)	1	LS	20,000.00	20,000.00
104	Trainee Payment Reimburse (partial)	1400	HR	1.00	1,400.00
105	Winter Honey Suckle	453	EA	22.50	10,192.50
106	Mobilization (partial)	1	LS	190,000.00	190,000.00
					<u><u>7,338,792.62</u></u>

Subcontract #430510-01

Contractor Initial LSF
Subcontractor Initial 7542

SCHEDULE B – PROJECT SCHEDULE

Work will have to be performed in accordance with the American Bridge Project Schedule. The General Schedule is as follows:

1. The Haydon Bridge schedule will be used for the bridge substructure and superstructure deck work.
2. Haydon Bridge will expand the American Bridge As-Bid Roadway Work Schedule within the same time frames.
3. American Bridge will then combine these two schedules with the American Bridge As-Bid Schedule to compose the American Bridge Project Schedule which will be distributed to all parties upon completion.

SCHEDULE C – CONTRACT DOCUMENTS

The Contract Documents, which are incorporated by reference and included as part of this Agreement, consist of the following documents:

1. The Prime Contract and the Conditions of the Prime Contract, Part I – Scope of Work, Part II – Special Provisions Applicable to Project, Part III – Employment, Wage and Record Requirements, Part IV – Insurance, Part V – Statement of Incompleted Work and Subcontracted Work, Part VI – Bid Items, Part VII – Certification and DBE Certification, and Kentucky Standard Specifications for Road and Bridge Construction, Kentucky 2001 Supplemental Specifications to the Standard Specifications for Road and Bridge Construction, Drawings, Specifications and Addenda included in the Prime Contract and all other documents contained or referenced therein.

<u>Bid Addenda</u>		<u>Date</u>
PCN 02-0724	Change #1	12 November 2002
PCN 02-0724	Change #2	20 November 2002
PCN 02-0724	Proposal Change #3	25 November 2002
PCN 02-0724	Change #4	05 December 2002
PCN 02-0724	Change #5	06 December 2002

SCHEDULE E – INSURANCE AND BONDS

INSURANCE NEEDED

E.1 Prior to the commencement of the Subcontractor's work, the Subcontractor shall procure and maintain in full force and effect for the duration of the term of this Agreement the following insurance coverages and minimum limits with insurance companies acceptable to Contractor.

COMMERCIAL GENERAL LIABILITY INSURANCE

E.2 The policy shall be written on an occurrence basis with limits not less than \$1,000,000 Combined Single Limit (\$50,000 limit for Fire Legal Liability). The coverage provided shall be at least as broad as ISO Form CG0001 or ISO Broad Form GL0404, including coverage for Premises-Operations, Independent Contractors, Contractual Liability (no watercraft or employee bodily injury exclusion), Broad Form Property Damage including explosion, collapse and underground hazards, Products-Completed Operations, Personal and Advertising Injury Liability and Fire Legal Liability. If the policy contains a general aggregate limitation, then the policy shall be endorsed to provide at least a \$2,000,000 specific aggregate for the Work on this project. The policy shall name Contractor, its officers, employees and agents and all parties required by the Prime Contract as Additional Insureds (hereinafter collectively "Additional Insureds"). The policy shall also include a cross liability or severability of interest clause and shall be primary and noncontributory insurance for all acts or omissions or any other liability of Additional Insureds arising out of Subcontractor's ongoing operations performed for Additional Insureds or Subcontractor's use of premises, equipment and facilities of Additional Insureds. Any other insurance maintained by Contractor for its own benefit, or for the benefit of other Additional Insureds hereunder, shall be excess and noncontributory. Any other insurance maintained by other Additional Insureds hereunder shall also be excess and noncontributory towards Subcontractor's primary insurance if required by the Prime Contract toward Contractor. Contractor's general liability policy has been or will be endorsed to apply as excess over and noncontributory with any valid and collectible insurance (collectible insurance includes Subcontractor's deductibles and self-insured retentions) available to Additional Insureds on Subcontractor's policies.

COMMERCIAL/BUSINESS AUTOMOBILE LIABILITY INSURANCE

E.3 The policy shall contain limits of not less than \$1,000,000 Combined Single Limit and include coverage for "any auto" or "all owned, hired and non-owned autos." The coverage shall be at least as broad as ISO Form CA0001, shall include Contractual Liability coverage applicable to this agreement and shall name Contractor and all parties required by the Prime Contract as Additional Insured(s).

EXCESS/UMBRELLA LIABILITY INSURANCE

E.4 The policy(ies) shall be written with limits of not less than \$2,000,000 Combined Single Limit per occurrence and aggregate for this project, and coverages shall, as a minimum, follow form of Subcontractor's General Liability, Automobile Liability, and Employer's Liability coverages, including contractual liability coverage and coverage afforded to Additional Insured(s).

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

E.5 The policy shall provide coverage for statutory benefits and Employer's Liability coverage of \$500,000 per occurrence. The policy shall be endorsed to include USL&HW Compensation Act coverage and Maritime (Jones Act) coverage if applicable to the work.

BUILDERS' RISK INSURANCE

E.6 Builder's Risk insurance furnished for Subcontractor's Work on Project Site: NONE

SPECIAL INSURANCE REQUIRED

E.7 The following special insurance coverages are required for this project: NONE

CERTIFICATES OF INSURANCE

E.8 Prior to commencing the Work, Subcontractor shall provide a Certificate of Insurance, completed and signed by an authorized agent of its insurance company(ies), as evidence of Subcontractor's compliance to Schedule E of this Agreement. **FAILURE OF CONTRACTOR TO ENFORCE THIS REQUIREMENT SHALL NOT CONSTITUTE A WAIVER OF SUBCONTRACTOR'S OBLIGATIONS TO PROVIDE INSURANCE AS SPECIFIED HEREIN.** In the event that the Subcontractor fails to obtain and keep in full force and effect any of the insurance requirements under this Agreement, Contractor may purchase, but is not obligated to purchase, such coverage and use any funds payable to the Subcontractor to satisfy any premium requirements.

The Certificate Holder shall be:

American Bridge Company
Attn: Ralph J. Whitney
1000 American Bridge Way
Coraopolis, PA 15108
Telephone: 412-631-1033
Telefax: 412-631-2002

All policies shall be endorsed to provide mandatory 30 days written notice of cancellation or non-renewal (10 days in event of nonpayment) to Certificate Holder. Failure to inform Certificate Holder of cancellation or non-renewal, without securing replacement coverage equivalent to that specified herein, shall constitute a material breach of contract to provide insurance. Contractor shall rely on Certificates of Insurance as evidence of compliance by the insurance policies in all respects with the requirements of this Schedule E unless expressly stated otherwise thereon or in any attachments thereto. All deductibles, self-insured retentions and exclusionary endorsements affecting coverage for the Additional Insureds must be fully disclosed and are subject to approval of Contractor. Subcontractor shall be solely responsible for and shall solely pay all deductibles, self-insurance or similar retentions. **NONCONFORMING INSURANCE SHALL NOT RELIEVE SUBCONTRACTOR OF ITS OBLIGATION TO PROVIDE INSURANCE AS SPECIFIED HEREIN** unless waived in writing by Contractor, and this obligation shall survive this Agreement even though Subcontractor has completed its Work and has been fully paid.

PAYMENT AND PERFORMANCE BONDS:

E.9 The Subcontractor shall provide a Payment Bond and a Performance Bond in the amount of *Seven Million Three Hundred Thirty Eight Thousand Seven Hundred Ninety Two Dollars and 62/100 (\$7,338,792.62)*. The cost of the bonds is included in the Subcontract Price. Bonds to be executed on Contractor's form by corporate surety acceptable to Contractor. Surety must be registered in the state of the Project and must be U.S. Treasury listed for the amount of the bond.

SCHEDULE G
REQUIRED PRIME CONTRACT CLAUSES

1. During the performance of this Agreement, the Subcontractor, for itself, its assignees and successors in interest (hereinafter referenced to as the "Subcontractor") agrees as follows:
 - a. The Subcontractor shall pay his labor force no less than the minimum wages posted as "Schedule of Minimum Wages Established for the Project".
 - b. The Subcontractor shall comply with all requirements of "FHWA 1273 (Rev. 3-94) Required Contract Provisions".
 - c. The Subcontractor shall comply with all requirements of "Employment Requirements to Non-Discrimination of Employees Applicable to Federal Aid System Contracts (12-3-92)".
 - d. The Subcontractor shall comply with all requirements of "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive order 11246)".
 - e. The Subcontractor shall comply with all requirements of "Executive Branch Code of Ethics".
 - f. The Subcontractor shall comply with all requirements of "Training Special Provisions (1-193)".
2. **CERTIFICATION OF NONSEGREGATED FACILITIES.** By the submission of this bid, the bidder, offeror, applicant, subcontractor, or supplier certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, subcontractor, or supplier agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, housing facilities provides for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; and that he will retain such certifications in his files.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/17/2003PRODUCER **(615)383-8874** FAX **(615)383-8939**
FRANK E. NEAL & CO., INC.
2223 EIGHTH AVENUE, SOUTH
P.O. BOX 40507
NASHVILLE, TN 37204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED **Haydon Bridge Company, Inc.**
P. O. Box 175
Springfield, KY 40069INSURER A: **Westchester Fire Insurance Co.**
INSURER B: **Indiana Insurance Company**
INSURER C: **Ky.Assoc.Gen.Contractors Self Insurers Fund**
INSURER D: **Great American Ins. Co.**
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLA750386	01/01/2003	01/01/2004	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU APPLIES				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	BA1157411561	01/01/2003	01/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	CUA706460	01/01/2003	01/01/2004	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 9,000,000
	DEDUCTIBLE				
	RETENTION \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	414	01/01/2003	01/01/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 3,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 3,000,000				
	E.L. DISEASE - POLICY LIMIT \$ 3,000,000				
D	OTHER CONTRACTORS EQP (LEASED OR RENTED EQP)	IMP1358262	01/01/2003	01/01/2004	DEDUCTIBLE - \$ 2,500 (LEASED EQP LMT - \$250,000)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
THE CERTIFICATE HOLDER, ITS OFFICERS, EMPLOYEES & AGENTS & ALL PARTIES REQUIRED BY THE PRIME CONTRACT ARE INCLUDED AS ADDL INSURED AS RESPECTS GENERAL LIABILITY COVERAGE FOR WORK PERFORMED BY THE NAMED INSURED AND AUTO LIABILITY COVERAGE IF LEGALLY RESPONSIBLE FOR USE OF INSURED'S VEHICLES AND UMBRELLA LIABILITY FOLLOWING FORM.
RE: PULASKI COUNTY, BRO 90-1 (34) - PCN 02-0724

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

AMERICAN BRIDGE COMPANY
FAX: 412-631-2002/RALPH J. WHITNEY
1000 AMERICAN BRIDGE WAY
CORAOPOLIS, PA 15108SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Wink Neal/RITA*Wink Neal*

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Kentucky Transportation Cabinet

Division of Contract Procurement

Report of Current Certificate Status

Printed From RE-VIEW software

2/14/2003

CERTIFICATE: 2002 A 00138-006 2. RENEWAL

Approved: 4/18/2002 Expires: 12/31/2002 Lapse Date (Expires + 120): 4/30/2003

**HAYDON BRIDGE COMPANY INC
P O BOX 175
SPRINGFIELD KY 40069**

Approved Work Items

- A GRADE AND DRAIN
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- E2 BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN
- E3 BRIDGES 100 FT. CLEAR SPAN AND OVER
- E5 BRIDGES OVER NAVIGABLE STREAMS
- I26 BUILDINGS AND RELATED CONSTRUCTION

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION**

TC 63-35DBE
Rev. 10/28/02

**DBE Detailed Plan
COPY of Information Only**

Page 1 of 2

PROJECT CODE NO :
DBE Firm/Subcontract # :
TO :

02-0724
1A
Rick Stansel

Executive Director Division of Contract Procurement

FROM : American Bridge - via Haydon Bridge (sub contractor)

SUBJECT :

Pulaski

BRO 90-1 (34)

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:
Bar-Tite

DBE Employer Identification Numbers: Federal of
The amount to be subcontracted by this request is DBE \$746,161.23 or 1.52% Contract \$746,161.23 or 8.61% of the
(original contract) or a subcontract amount of \$ 49,193,070.88 \$ 8,670,071.75 -spec items
Specialty Items Subcontracted
I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount

DBE %

Contract Amount

Contract %

Totals based on original contract Amounts

\$746,161.23

1.52%

\$746,161.23

8.61%

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number _____ which expires on _____ with _____

Name of Insurance Company

Date

Prime Contractor's Signature

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

Reviewed + approved: alk
2/6/03

PROJECT CODE NO : 02-0724
DBE Firm/Subcontract #: 1A
TO : Rick Stansel
Executive Director Division of Contract Procurement

FROM : Haydon Bridge Company, Inc.
Sub Contractor

SUBJECT : Pulaski BRO 90-1 (34)

I hereby request to utilize for DBE participation a portion of the subject project to:
Bar-Tie Reinforcing, Inc. of Rising Sun, Indiana

DBE Employer Identification Numbers: Federal 35-1632702 KY 017130 746,161.23 8.61
The amount to be subcontracted by this request is DBE \$746,161.23 or 1.52% Contract \$1,152,062.03 or 12.90% of the
~~(original contract) or a subcontract amount of~~ \$8,928,939.43 \$49,193,070.88 8,670,071.75

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm	DBE Amount	DBE %	Contract "Worth" Amount	Contract %

Totals based on original contract Amounts

\$746,161.23

1.52%
8.36%

\$1,152,062.03

8.61
12.90%

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number 2D58803

EMC Insurance Companies

which expires on

October 1, 2003

with

[Signature]
Name of Insurance Company
Sub Contractor's Signature

1-16-03
Date

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST**

**TC 63-35 DBE
Rev. 04/16/02**

Page 2 of 3

Project Code Number (PCN) 02-0724

Sub Haydon Bridge Company, Inc DBE Firm Bar-Tie Reinforcing, Inc.

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

DBE Participation Non-Pay Estimates Work Items

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35 DBE
 Rev. 06/11/02
 Page 3 of 3

Project Code Number (PCN): **02-0724**

DBE Firm **Bar-Tie Reinforcing, Inc.**

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.
 (**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "Laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
8	Steel Reinf-Epoxy Coated	KG	578,274.0000	\$1.74	\$1,006,196.76	578,274.0000	\$1.1079	\$640,669.76	
9	Steel Reinforcement	KG	106,471.0000	\$1.37	\$145,865.27	106,471.0000	\$0.9908	\$105,491.47	

Comments:

Page Total **\$1,152,062.03**

\$746,161.23

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35DBE
Rev. 05/29/02

PROJECT CODE NO: 020724

DBE Firm/Subcontract #: _____

TO: Rick Stansel

Executive Director Division of Contract Procurement

FROM: American Bridge Company

Prime Contractor

SUBJECT: Pulaski

County

BRO 90-1(34), FD52 100 0090 002-004

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:
Bar Tie Reinforcing, Inc.
of Rising Sun, Indiana

DBE Employer Identification Numbers:

Federal 35-1632702 KY 12233

The amount to be subcontracted by this request is

DBE \$746,161.23 or

Contract

or

of the

(original contract) or a subcontract amount of

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount

DBE %

Contract "Worth"
Amount

Contract %

Totals based on original contract Amounts

746,161.23

1.52%

746,161.23

1.52%

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number 2058803

EMC, Insurance Company

Name of Insurance Company

which expires on

October 1, 2003

Date

with

Lanny Frisco

Prime Contractor's Signature

Senior Vice President, Estimating

January 22, 2003

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

Reviewed + approved: *alr*
2/6/03

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35 DBE
Rev. 04/16/02

Page 2 of 3

Project Code Number (PCN) 020724

Prime American Bridge Company DBE Firm Bar Tie Reinforcing, Inc.

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

DBE Participation Non-Pay Estimates Work Items

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments
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Not Applicable

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35 DBE
Rev. 05/29/02

Page 3 of 3

Project Code Number (PCN): 020724

DBE Firm Bar Tie Reinforcing, Inc.

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explain manner.
(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
C008	8	Steel Reinf-Epoxy Coated (Furnish & Install)	KG	578,274	1.75	1,011,979.50	578,274	1.1079	640,669.76
C009	9	Steel Reinf(Furnish & Install)	KG	106,471	1.50	159,706.50	106,471	0.9908	105,491.47

Comments:

Page Total 1,171,686.00

746,161.23

SUBCONTRACT

THIS SUBCONTRACT, made and entered into this 16th day of January, 2003 by and between HAYDON BRIDGE COMPANY, INC., P.O. Box 175, Springfield, Kentucky 40069 (hereinafter "Contractor"), and BAR-TIE REINFORCING, INC., 236 Red Hog Pike, Rising Sun, Indiana 47040 (hereinafter "Subcontractor", whether one or more).

WITNESSETH: Whereas Contractor has heretofore been awarded a contract with American Bridge, 1000 American Bridge Way, Coraopolis, Pennsylvania 15108, (hereinafter "Owner"), on the 22nd day of January, 2003 (hereinafter "Prime Contract") for the construction project described as Pulaski County, BRO 90-1 (34), FD52 100 0090 002-004, PCN 02-0724, (hereinafter referred to as the "Project"), and the parties hereto desire that Subcontractor shall perform certain work in connection therewith:

IT IS THEREFORE contracted and agreed between the Contractor and Subcontractor as follows:

I. Description of Work. Subcontractor shall furnish all materials, supplies, labor, supervision, tools, machinery, equipment, services and other items required to fully complete the portion of work on the Project as described herein, and shall fully perform the following items of work, namely:

Item No.	Description	Approx. Quantity	Unit	Unit Price	Total
8	Steel Reinf-Epoxy Coated (Material and Tax = 0.6079, Labor = .50)	578274	KG	1.1079	640,669.76
9	Steel Reinforcement (Material and Tax = 0.4908, Labor = .50)	106471	KG	0.9908	105,491.47
					<u>746,161.23</u>

****GC to provide hoisting****

II. Subcontract Price. Subcontractor shall be paid by Contractor, for the satisfactory performance and completion of Subcontractor's work described herein and all of the duties, obligations and responsibilities of the Subcontract under the Subcontract Documents, at the rate of the unit prices set forth in Paragraph I of this Subcontract (hereinafter called the "Subcontract Price"), subject to additions and deductions as provided herein. It is specifically understood and agreed by Subcontractor that the quantities of items set forth in Paragraph I are estimated quantities only and that the earnings of Subcontractor under this Agreement shall be determined by the quantities of work that are actually allowed and paid to Contractor by Owner.

The Subcontract Price includes all federal, state, county, municipal, and other taxes and assessments imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for in connection with the Subcontractor's work, including but not limited to sales, use and personal property taxes payable by or levied against the Owner,

Contractor Initials

TSH/m

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Subcontractor Initials

mgk

General Contractor, or the Subcontractor. Where the law requires any such taxes or assessments to be stated and charged separately, the total price of all items included in Subcontractor's work, plus the amount of such taxes shall not exceed the Subcontract Price.

III. Subcontract Documents. The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein, including but not limited to the Conditions of the Contract (General, Special, Supplementary and other Conditions), Drawings, Plans, Specifications, Addenda and Modifications, whether issued before or after the execution of this Agreement, and other Contract Documents, if any, listed in the Owner-Contractor Agreement; (3) any other documents specifically incorporated into this Subcontract by reference herein; and (4) Modifications to this Subcontract issued after the execution hereof, all of which are hereby referred to and made a part of this Subcontract as though copied at length herein (and all of which documents are hereinafter collectively referred to as the "Subcontract Documents").

This Subcontract shall be performed in strict accordance with the Subcontract Documents and to the satisfaction of Contractor and Owner. The Subcontractor represents and agrees that it has carefully examined and understands the Subcontract Documents, copies of which have been and remain available for inspection and copying by Subcontractor, that it has investigated the nature, locality and site of the Project and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all of such matters and not in reliance upon any opinions or representations of Contractor, Owner, or any of their respective officers, agents, servants or employees.

IV. Payment.

(a) Progress Payments; Retainage. Subcontractor shall be paid by Contractor at the rate of the unit prices listed in Paragraph 1 for all work performed and materials and supplies furnished, within seven (7) working days after the Contractor receives payment from the Owner, payment to Subcontractor being expressly conditioned upon Contractor's prior receipt of payment from Owner. It is specifically understood and agreed by Subcontractor that no payment by Contractor to Subcontractor shall be construed as acceptance of any portion of Subcontractor's Work, a waiver of any defect or deficiency in Subcontractor's performance, or relieve Subcontractor of any of its obligations arising out of this Agreement. Should Contractor at any time determine that payment has been made to Subcontractor, or on Subcontractor's behalf, in excess of the amount then due for work under this Agreement, then Subcontractor shall promptly repay such excess to Contractor within three (3) days of demand for repayment.

(b) Final Payment. Final Payment shall be made by Contractor to Subcontractor within thirty (30) days after completion and acceptance of the Subcontractor's work by Contractor and the Owner, provided that (1) Contractor shall have first received final payment from the Owner; (2) Subcontractor shall have furnished, if requested, evidence satisfactory to Contractor that there

Contractor Initials

TSA

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Subcontractor Initials

mgx

are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Subcontractor's work; and (3) Subcontractor shall have executed and delivered to Contractor, in a form satisfactory to Contractor, a Release of Lien and an Affidavit of Payment running to and in favor of Contractor and the Owner.

(c) Payments Withheld. Subcontractor shall meet all of its obligations and liabilities pertaining to this Subcontract on a timely basis and shall furnish at any time requested evidence satisfactory to Contractor that there are no claims outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Subcontractor's work. In the event that Subcontractor does not comply with the above, Contractor may retain from monies owing to Subcontractor sufficient sums to indemnify Contractor and Owner against any claims or obligations related to this Subcontract. Contractor may disburse monies owing to the Subcontractor as Contractor may determine necessary, including by joint check arrangements or payments directly to persons or entities claiming by or through Subcontractor, to satisfy the above claims against or obligations of Subcontractor. Should Contractor advance money to Subcontractor or pay on his behalf any bills, accounts, labor or other items, such advances, disbursements and payments may be deducted from amounts due or to become due to Subcontractor or the retained percentage, at the option of Contractor. Should such advances and payments be in excess of the total amount finally due Subcontractor, then Subcontractor shall promptly repay such excess to Contractor on demand.

(d) Notification of Payment. Subcontractor agrees to the Kentucky Transportation Cabinet DBE Regulation, which states that DBE's must provide to the Division of Construction, a copy of all checks received from the Contractor within seven days of receipt of payment for work performed on this project. Copies of checks sent to the Division of Construction must include PCN number, estimate number and (sub section) sequence and quantity. Copies should be sent to: Dexter Newman, Director Division of Construction, Room 408, State Office Building, Frankfort, Kentucky 40622.

V. Date of Commencement and Completion. Time is of the essence in the Prime Contract and is hereby declared to be of essence in this Subcontract. Subcontractor shall prosecute the Subcontract work with all possible diligence and all possible speed in order to insure completion of the work at the earliest possible date and shall fully cooperate with Contractor in scheduling and performing the Subcontract Work to avoid conflict, delay in or interference with the Work of the Contractor or others upon the Project. Subcontractor shall begin its work within five (5) days of notice to proceed by Contractor. In the event that Subcontractor does not perform its work promptly and the completion of the Project is thereby delayed, then Subcontractor shall assume and pay any damages, including but not limited to any liquidated damages provided by the Prime Contract, that may be incurred by or assessed against the Contractor.

A total of 380 working days has been established for this project.

Contractor Initials TSAL

Subcontractor Initials MDK

No extension of time will be valid without the Contractor's prior written consent after written claim for adjustment made by the Subcontractor.

Contractor shall not be liable to Subcontractor for any costs or damages due to delays, escalation, accelerations, nonperformance, interferences with performance, suspensions, or changes in the performance or sequence of the Subcontractor's work. Should this Agreement, in whole or in part, be interfered with or delayed, or be suspended in commencement, prosecution or completion, for reasons beyond the Subcontractor's control, without its fault or negligence, Subcontractor shall be entitled to, and shall be fully compensated by, an extension of time in which to complete its work; but, only if Subcontractor shall have first notified Contractor in writing of the cause of delay within two (2) days of the occurrence of the event, and on the further condition that Contractor shall have received a similar extension of time from the Owner.

VI. Interruption of Work. Subcontractor shall not employ any men or means of construction which may cause strikes, work stoppages, work interruption or hindrance, or any other disturbances, of any nature whatsoever, by Contractor's employees or the employees of any other contractor or subcontractor on the Project, with respect to any work related to this Subcontract Agreement and the Project.

VII. Subcontractor Default. Should the Subcontractor fail, in the opinion of Contractor, to prosecute the work with sufficient force and speed, or default or neglect to carry out the work in accordance with this Subcontract, or cause by any act or omission the stoppage or delay of or interference with or damage to the work of Contractor or of any other Contractors or Subcontractors on the Project, including but not limited to any violation of the provisions of Paragraph VI above, or fail in the performance of any of the terms and provisions of this Agreement or the Subcontract Documents, or should the Owner or Contractor determine that Subcontractor's work or any portion thereof is not being performed in accordance with the Subcontract Documents, or should there be filed by or against Subcontractor a Petition in Bankruptcy, or should the Subcontractor become insolvent or be adjudicated bankrupt, or go into liquidation or dissolution either voluntarily or involuntarily, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder by Subcontractor, and Subcontractor fails within three (3) working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, at its option and in addition to any other rights and remedies provided by this Agreement or by law, elect to proceed in any one or more of the following manners:

(1) Contractor may employ and use on said work, or any portion thereof, such number of workmen, laborers, supervisors, teams, tools, machinery, equipment and/or other subcontractors, at such wages, prices and rentals as Contractor may deem necessary and expedient to insure the prompt completion of the work and Project, and it shall charge all of same to Subcontractor;

(2) Contractor may relet the work, either in whole or in part, to such other persons or entities

Contractor Initials TSH

Subcontractor Initials mgx

as it may desire, at such prices as it may deem proper, and shall charge the costs thereof to Subcontractor;

(3) Contractor may declare the rights of Subcontractor under this Agreement to be terminated and, in such event, Subcontractor shall only be paid for the actual work done by it to the date of termination, less the amount of any damages, claims, obligations or liabilities incurred by Contractors or Owner by virtue of Subcontractor's actions;

(4) Contractor may terminate the employment of Subcontractor for all or any portion of the Subcontractor's work, enter upon the premises and take possession of, for the purpose of completing the Subcontractor's work, all materials, equipment, tools, appliances and other items thereon, all of which the Subcontractor hereby transfers, assigns and sets over to Contractor for such purpose, and to employ any person or persons to complete the Subcontractor's work and provide all of the labor, services, materials, equipment and other items required therefore. In any such event, Subcontractor shall remain bound, and all other terms of this Agreement shall remain in force, to the extent of the work or areas which have not been so terminated. In case of such termination of Subcontractor, it shall not be entitled to receive any further payment under this Agreement until the Subcontractor's work shall be fully completed to the satisfaction of Contractor and the Owner and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the costs, and expenses, incurred by Contractor in completing the Subcontractor's work, such excess shall be paid to Subcontractor; but in the event that such costs, and expenses, shall exceed the unpaid balance of the Subcontract price, then Subcontractor shall pay the difference to Contractor upon demand.

For purposes of this Paragraph VII, the costs and expenses recoverable by Contractor from Subcontractor for Subcontractor default shall include, in addition to the costs of completing the Subcontractor's work to the satisfaction of Contractor and the Owner and of performing and furnishing all labor, services, materials, equipment and other items required therefore, but also all losses, damages, claims, obligations, liabilities, costs and expenses, including attorneys' fees, incurred or suffered by Contractor by reason of or resulting from the Subcontractor's default.

VIII. Changes. Subcontractor may, at any time during the progress of Subcontractor's work, be ordered in writing by Contractor, without invalidating this Subcontract, to make changes in the work of this Subcontract consisting of additions, deletions, deviations, or other revisions, including those required by modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Price and the Subcontract Time being adjusted accordingly. Subcontractor shall, prior to the commencement of such changed or revised work, submit promptly to Contractor written copies of a claim for adjustment to the Subcontract Price and Subcontract Time for such revised work in a manner and time consistent with the requirements of the Subcontract Documents. No change orders or modifications of this Subcontract, whether for extras or otherwise, shall be valid unless authorized by the Contractor in writing after receipt of Subcontractor's claim for adjustment. Failure of the Subcontractor to make such a timely claim for adjustment shall bind the Subcontractor to the same consequences as

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those to which the Contractor is bound to the Owner.

In the event that Contractor and Subcontractor should not be able to agree as to the amount to be allowed as an adjustment to the Subcontract Price and Subcontract Time for any changes made pursuant to this Paragraph VIII, it shall, nevertheless, be the duty of Subcontractor to proceed immediately with such change(s) upon written notice from Contractor. In any such event the determination of the appropriate adjustment to the Subcontract Price and Subcontract Time for such revised work shall be resolved thereafter by mutual agreement or in accordance with Paragraph XIII below pertaining to dispute resolution.

IX. Indemnification. The Subcontractor shall indemnify and hold the Contractor, Owner, Architect, their agents, consultants and employees harmless from and against all claims, losses, costs and damages, including but not limited to attorneys' fees, pertaining to the performance of the Subcontract and involving personal injury, sickness, disease, death or property damage, including loss of property resulting therefrom but not damage to the work itself, but only to the extent caused in whole or in part by the negligent acts or omissions of the Subcontractor, or any of the Subcontractors' Subcontractors, suppliers, manufacturers, or other persons or entities for whose acts the Subcontractor may be liable. This indemnification agreement is binding on the Subcontractor, to the fullest extent permitted by law, regardless of whether any or all of the persons or entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the Subcontractor is obligated to provide indemnification. This indemnification provision does not negate, abridge or reduce any other rights or obligations of the persons and entities described herein with respect to indemnity.

X. Insurance. Prior to the start of Subcontractor's Work, the Subcontractor shall procure for the Subcontractor's Work and maintain in force Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and all insurance required of the Contractor under the Contract Documents. In addition the Subcontractor shall procure and maintain Pollution Liability Insurance and Environmental Hazard Insurance coverage upon such form of occurrence policy and with such coverages, endorsements and policy limits as shall be acceptable to Contractor, providing coverage for all exposures to liability for pollutants, hazardous materials, and environmental hazards.

The Contractor, Owner and Architect shall be named as additional insured on each of these policies except for Workers' Compensation.

This insurance shall include contractual liability insurance covering the Subcontractor's obligations under Section IX.

The Subcontractor shall maintain in effect all insurance coverage required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor.

XI. Performance and Payment Bonds. Not Applicable.

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XII. Warranty. Subcontractor warrants to the Contractor and Owner that all materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that Subcontractor's warranty and work will conform in all respects with the requirements of the Prime Contract and the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Subcontract Documents.

XIII. Dispute Resolution. Any claim, controversy or dispute between the Contractor and Subcontractor arising out of or related to this Subcontract, or a breach hereof, and which claim, controversy or dispute is not resolved by mutual agreement between the parties, shall, unless otherwise required by the Prime Contract or applicable law, be submitted to a judicial court of competent jurisdiction within Washington County, Kentucky. The Subcontractor further covenants and agrees that no dispute shall interfere with the progress of Subcontractor's work, and the Subcontractor agrees to proceed with the Subcontract Work as required in spite of any claim, controversy or dispute it may have with Contractor, the Owner or other parties.

XIV. Laws, Permits, Fees and Notices. The Subcontractor shall give all notices required by and comply with all laws, ordinances, rules, regulations and orders of any public authorities applicable to the performance of the Subcontract Work. The Subcontractor shall secure and pay for all permits, fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's work as required by the Subcontract Documents.

The Subcontractor shall abide by all laws, ordinances, rules, regulations and orders of any state and federal authorities applicable to the Environmental Protection Act and/or water and air pollution requirements.

Subcontractor further covenants and agrees to pay its own payrolls, taxes and all other costs and expense associated with the work required under this Agreement; furnish Contractor with copies of all weekly payrolls and other documentation showing compliance with applicable laws and regulations, if required; furnish Contractor with copies of MSDS (Material Safety Data Sheets) for all materials used on the Project and a copy of subcontractor's written hazard communication program; and acknowledges and agrees that any payment received by Subcontractor shall be held in trust for the purpose of paying its subcontractors, laborers, material men, suppliers and any others claiming by or through Subcontractor and who may be entitled to assert a lien or other claim against the Project.

XV. Removal of Equipment. Subcontractor shall not, without the prior written consent of Contractor, remove or permit to be removed from the Project any equipment, machinery, tools, materials, supplies or other items that have been purchased for or placed on the Project for use in

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connection therewith until the Subcontract Work has been completed.

XVI. Rental Equipment. If Subcontractor makes use of Contractor's equipment, Subcontractor shall pay current AED rental rates, or the rates commonly charged in the area where the work is to be performed in the event that AED rental rates are not provided, unless otherwise agreed to by the parties in writing.

Subcontractor shall furnish to Contractor a list of all equipment not owned by Subcontractor placed on the job by Subcontractor, together with the name of the Owner of said equipment and the terms of the lease, if any.

XVII. Cleanup. Subcontractor shall keep the Project site and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract and shall, upon completion of its work, leave the Project site in a clean and orderly condition.

XVIII. Association Dues. Not Applicable.

XIX. Equal Employment Opportunity and Affirmative Action. Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, religion, national origin, physical or mental handicap, or because he or she is a disabled veteran or veteran of the Vietnam era. Subcontractor agrees to take affirmative action to insure that qualified applicants are employed, and that employees are treated during employment, without regard to race, creed, color, sex, age, religion, national origin, physical or mental handicap, or status as a disabled veteran or veteran of the Vietnam era. To the extent applicable, Subcontractor shall comply with all provisions of Executive Order No. 11246, dated September 24, 1976; the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, and all amendments thereto, and all rules, regulations, orders, instructions, designations and other directives promulgated pursuant thereto, the terms of all of which are incorporated herein by reference. Violation of this provision shall be considered a material breach of this Subcontract and shall entitle Contractor to exercise any of the options set forth in Paragraph VII hereof, including termination or suspension of this agreement in whole or in part.

XX. Assignment. Subcontractor shall not sublet or assign any portion of this Subcontract, nor any monies due or to become due, or Subcontractor's earnings and compensation hereunder, without the prior written consent of Contractor. Any such assignment or subletting without prior written consent of Contractor shall be void and of no effect.

XXI. Notice. All notices, demands and other communications provided fore herein shall, unless otherwise provided, be sufficient if in writing and if delivered personally to the other party, or mailed by United States Mail, postage prepaid, to the respective addresses of Contractor and Subcontractor as set forth hereinabove, or such other address as either may have designated from time to time. Contractor may exercise any right given to it immediately after mailing the letter

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containing such notice; however, this does not preclude a Contractor from giving notice in any other legal matter.

XXII. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any action by the Subcontractor against the Contractor as a result of this Contract shall be brought in Washington County, Kentucky, Circuit Court.

XXIII. Safety. The Subcontractor agrees it has been hired as an expert in its trade and that with respect to the Subcontractor's work it is solely responsible for compliance with all applicable laws, ordinances, regulations and governmental orders applying to safety, including the Occupational Safety & Health Act (OSHA). The Subcontractor further agrees to furnish all safety equipment and instrumentalities relevant to its responsibilities, and it shall assure itself that any tools, equipment, scaffolding or other items which may be loaned to it by the Contractor are in good order and in compliance with OSHA standards and any other laws designed to protect the safety of persons at the job site.

The Subcontractor agrees to implement, maintain and enforce a policy and program materially equivalent to the Contractor's Alcohol and Drug-Free Workplace Policy applicable to the Project. The Contractor's said Project Policy shall consist of its corporate Alcohol and Drug-Free Workplace Policy (which is available for review by the Subcontractor promptly upon request of the Subcontractor) as modified by those laws, ordinances, rules, regulations, orders, Principal Contract provisions, and labor agreements and commitments applicable to the Project.

The Subcontractor agrees to defend, indemnify and hold harmless the Contractor with respect to any liability, fines, penalties or corrective measures for non-compliance with or violation of any of said laws, ordinances, regulations, orders, policies and/or programs or for injuries or death resulting from said non-compliance or violation (which non-compliance or violation is a material breach of this Subcontract), and to reimburse the Contractor and any other subcontractor on the Project for any and all financial loss sustained because of the Subcontractor's non-compliance and/or violation.

XXIV. Severability and Waiver. The partial or complete invalidity of any one or more provisions of this Agreement and the Subcontract Documents shall not affect the validity or continuing force and effect of any other provision or the application of such provisions to persons and circumstances other than those as to which it is determined invalid or unenforceable. The failure of Contractor to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right.

XXV. Uniform Construction of Agreement. Contractor and Subcontractor mutually agree that the interpretation, construction and enforcement of this Agreement shall be uniform in all respects and shall not be construed more or less favorably for either Contractor or Subcontractor.

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XXVI. Entire Agreement. This Subcontract represents the entire and integrated agreement between the Contractor and Subcontractor and supersedes all prior negotiations, representations, or agreements, either written or oral, and shall not be altered, modified or amended in any manner whatsoever unless the same shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Subcontract, or have caused it to be executed by their duly authorized officers this 16th day of January, 2003.

HAYDON BRIDGE COMPANY, INC.

By: [Signature]

Title: Secretary-Treasurer

STATE OF KENTUCKY COUNTY OF WASHINGTON

The foregoing Subcontract was this 16th day of January, 2003 subscribed, sworn to and acknowledged before me by Thomas S. Haydon, III in his capacity as Secretary-Treasurer of Haydon Bridge Company, Inc.

NOTARY PUBLIC Lisa H. Wheatley

My Commission Expires 2-5-06

BAR-TIE REINFORCING, INC.

By: [Signature]

Title: President

Federal ID 35-1632702

State ID 017130

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Subcontractor Initials [Signature]

STATE OF INDIANA COUNTY OF Switzerland

The foregoing Subcontract was this 15th day of January 2003 subscribed, sworn
to and acknowledged before me by Mary Jane Kincaid in ~~his~~ (her)
capacity as President of Bar-Tie Reinforcing, Inc.

NOTARY PUBLIC

My Commission Expires

May 14, 2010

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Subcontractor Initials

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ACORD**CERTIFICATE OF LIABILITY INSURANCE**CSR MF
BARTI-1

DATE (MM/DD/YY)

01/17/03

PRODUCER

Carroll & Stone Insurance Agen
406 Rosemont Garden
Lexington KY 40503
Phone: 859-269-1044 Fax: 859-276-0266

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Bar Tie Reinforcing, Inc.
236 Red Hog Pike
Rising Sun IN 47040

INSURER A: EMC Insurance Companies

INSURER B: Kentucky A.G.C.

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2D58803	10/01/02	10/01/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	2E58803	10/01/02	10/01/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	2J58803	10/01/02	10/01/03	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	970	01/01/03	12/31/03	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 100,000
					E.L. DISEASE - EA EMPLOYEE \$ 100,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

JOB: Pulaski County BRO 90-1 (34). Haydon Bridge Co., Inc and The Kentucky Department of Transportation are listed as Additional Insureds on the General Liability coverage.

CERTIFICATE HOLDER

Y ADDITIONAL INSURED; INSURER LETTER:

HAYD003

Haydon Bridge Co., Inc.
P.O. Box 175
Springfield KY 40067

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Bill E. Carroll

Kentucky Transportation Cabinet
Department of Highways
Division of Construction

SUBCONTRACTOR'S CERTIFICATION RECEIPT OF CONTRACT PROPOSAL

I hereby certify that Bar-Tie Reintorcing Inc of Rising Sun, IN, have
Subcontracting Company City, State
a copy of the contract proposal in the Bid Letting 12-20-02, for UPN 02-0724
Letting Date
FD 52 100 0070 002-004 in Pulaski County, and will abide by the
conditions set forth and therein said contract proposal.

Mary Jane Kincaid 1-15-03 Bar-Tie Reintorcing, Inc.
Representative Date Subcontracting Company

Hereby recognized as an official representative of this Company, with full authority to sign, I understand and am fully aware of the conditions set forth and herein by this statement.

Sworn to me this 15th day of January, 2003

Glodia Gayle Hay NOTARY PUBLIC
My Commission Expires May 14, 2010